



TENDER SALE

**DURBAN
TEKNIWAX 101 (RE-TENDER)
(DB 03-0004-23)**

SASOL

REDUNDANT MATERIALS MANAGEMENT

Location: Wilcox, Durban (Contact Dreyer for location details)

(VIEWING ONLY BY APPOINTMENT)

Contact - Dreyer - Cell: 078 355 3984

PLEASE NOTE:

**TENDER DOCUMENTS NEEDS TO BE SEND TO tenders@ryncor.com WITH THE
TENDER NUMBER IN THE SUBJECT LINE**

Closing Date: Wednesday 31 March 2023 at 12h00

Tel: 012 546 8409 / 11 | Fax: 086 696 5471
www.ryncor.com | tenders@ryncor.com
456 Jan van Riebeeck Street, Pretoria North
PO Box 911-2461, Rosslyn, 0200



**GENERAL TERMS AND CONDITIONS AND TENDER FORM, FOR TENDER SALE
ON BEHALF OF SASOL
TENDER SALE NUMBER: DB 03-0004-23**

PROCESS FOR TENDER SALE:

1 Read the terms and conditions and familiarize yourself with the contents.

Sign pages 1 to 4 of the terms and conditions and send to fax (0866965471 / 0865584185 / 0865585030) or e-mail (tenders@ryncor.com) with the completed tender document. It can also be placed in a tender box situated in:

Pretoria - 456 Jan van Riebeeck street, Pretoria North

Secunda - 1 PDP Kruger Street, Secunda

Sasolburg - 1 Klasie Havenga Street, Sasolburg

Meyerton - 107 Lawa Road, Valley Settlements, Randvaal, Meyerton

2 **Please note: An additional administration fee of R2500,00 (EXCLUDING VAT) will be charged on the sale of all vehicles, motorcycles, trailers and all other items sold with registration documents.**

3 Approval for tenders should be obtained within 10 working days after the closing date of the tender sale. Successful Bidders / Tenderers will be notified by Fax or Email by means of a Pro Forma Invoice. (See paragraph 6 in the terms and conditions for bank details.) Please ensure that your contact details is complete, correct and legible.

4 After payment is cleared you will receive a Release Note with details for the removal of sold items.

5 Please note that a copy of the ID document and proof of residence is compulsory for bidding on every tender submitted!!

6 Please note that a valid TV license is compulsory for bidding on any TV set !!



**GENERAL TERMS AND CONDITIONS AND TENDER FORM, FOR TENDER SALE ON BEHALF OF SASOL
TENDER SALE NUMBER: DB 03-0004-23**

By bidding for any items included in the sale the bidder confirms that he accepts and is bound by the following terms and conditions:

- 1 Bids must be sent to Ryncor Auctioneers, on or before **31 March 2023 at 12:00 pm**. Bids must be sent by:
- fax to **086 696 5471 / 086 558 4185 / 086 558 5030**; - or by e-mail to: tenders@ryncor.com - or **tender box**.
Important Notice: - The Bidder is responsible to ensure/confirm, that all bids submitted electronically / by fax / hand delivered in Tender Box, have actually been received by Ryncor, for inclusion in the Tender Sale process!
- 2 The Seller is the sole owner of these goods. Ryncor Auctioneers acts as an agent for and on behalf of the Seller and does not have any rights title or interest in the ownership of these goods and does not accept any liability to any third party with regard to these goods.
- 3 A "Tender Sale" is a private treaty sale in which the Seller reserves the right to refuse an offer at any time without any justification or explanation. The Seller reserves the right to merge or split some lots and to withdraw items from the sale.
- * Ryncor reserves the right not to accept the highest bid or any other bid !
 - * Ryncor reserves the right to negotiate with the Buyer a better price if the Seller rejects the highest bid.
 - * The negotiated price shall not be less than the highest bid received on auction/tender
- 4 The Seller reserves the right to withhold delivery of items to any successful bidder until full payment is received.
- 5 Buyers will take full responsibility for the items as soon as final payment is received by Ryncor Auctioneers.
- 6 After awarding of the winning bid(s), the purchase price plus **5% Buyers** commission and **VAT applicable of 15%**, must be transferred within **48 hours** to Ryncor Auctioneer's bank account:
- | | |
|-----------------|-------------------|
| Bank: | ABSA |
| Branch: | Pretoria North |
| Branch code: | 632005 |
| Account Number: | 4053081330 |
- Please state your reference number (Example: PSEC000) as shown on the Pro-Forma Invoice on all payments made to this account and fax or email proof of payment to 086 696 5471 / info@ryncor.com
All cash deposits including ATM cash deposits into this account are subject to a "Cash Deposit Fee" of R1.60 per R100.00
On all credit /debit card transactions, a 5% surcharge will be charged.
- 6.1 If invoices are being paid by cheque or bank guarantee cheque, there will be a 10 day waiting period before the collection of the items can proceed.
- 7 Foreign Buyers will be refunded for the VAT after receipt of the original exportation documentation properly stamped to prove that the export has been carried out.
- 8 Should the Buyer fail to proceed to **pay in full within 48 hours** or cancel his bid, Ryncor Auctioneers will be entitled to a **penalty fee amounting to 20%** of the bid amount from the Buyer, as compensation for admin costs.

Important Notice: -

If financing is arranged through a Financial Institution, it must be noted that the required evaluation / approval / inspection of the commodity being purchased from Sasol, be done beforehand and on site Sasol RMM. No commodity will be allowed to leave Sasol's premises until paid in full!

- 9 Once payment reflects in the Ryncor bank account, the Buyer will receive a release Note within 48 hours.

SIGNED: DATE:



The Buyer then has ten (10) working days after the payment date to collect/remove his purchased goods from the premises. Failure to collect/remove the purchased items/vehicles within ten (10) working days will result in the items/vehicles being sold on a new Tender Sale, to recover Admin/storage fees. Any remaining proceeds from this sale will be reimbursed to the Buyer.

Collection should be arranged with the Site one day in advance to allow arrangements for booking at Security collection times and days:

- * **Monday to Thursday 7am to 3pm; however arrival times for large items involving cranes and major loading procedures is NO later than 1pm.**
- * **Late arrivals will not be accommodated and turned away.**
- * **No collections on Fridays**

- 10** If it appears that an item cannot be delivered, totally or partially, by the Seller, for any reason whatsoever, Ryncor Auctioneers will be authorized to declare the sale null and void, after which Ryncor Auctioneers and/or the Seller will reimburse payments to the Buyer, but will not be liable to pay any damages to the Buyer.
- 11** The items (complete and/or parts) are sold "as is, where is", with no guarantee as regards to condition including any hidden flaws. The Buyer will be deemed competent and to have viewed and inspected the items before the closing date of the tender.
- 12** The Seller shall not be liable for any damage to the Buyer's professional property, resulting from any flaws in the items.
- 13** Collection/dismantling of the items sold will be entirely at the buyer's cost and under his responsibility. Neither the Seller nor Ryncor Auctioneers shall be liable to the Buyer or any third party for additional costs due to the removal of the Items/vehicle from the Sasol premises. The Buyer shall be liable for any accident, damage to persons, to buildings or to the third party's property during dismantling and/or collection.

Note :

- * **Contact our office on telephone Pretoria-North: 012-546-8409/11, Meyerton: (016) 366-4046 Sasolburg: 016-960-2992, Secunda: 017-610-1606 to get details of Sasol approved Contractors.**
- * **Only roadworthy and licensed vehicles will be allowed on Sasol's premises. All vehicles will be inspected on arrival. If any defect is found as per the Road traffic legislation, a traffic violation notice will be issued by the Sasol traffic department. The vehicle will be turned away and loading can be refused due to safety risks and hazards.**
- * **No children, firearms or alcohol are allowed on the Sasol premises.**
- * **No Cameras, or Cell phones for the taking of photos are allowed on the Sasol premises.**
- * **The removal must be arranged in its totality by the Buyer with no safety risk to Sasol.**
- * **All goods may only be removed from Monday to Thursday and from 7:30 - 15:00 and Friday 7:30 - 12:00 at Pretoria-North, Sasolburg and Meyerton. Secunda goods may only be removed from Monday till Thursday from 7:30 - 14:00.**

- 14** Neither the Seller nor Ryncor Auctioneers will be held responsible for the condition, description, quality, dimensions, year of manufacturing and completeness of the items as shown in the catalogue.
- 15** Pictures of the items shown in the Tender Sale documents/sales catalogue or sales lists are provided for the sole purpose of better differentiation and under no circumstances do they represent properties or characteristics of the items for sale.

SIGNED: DATE:



- 16** Removal of the goods from the site shall be the responsibility of the Buyer, who shall remove the goods not later than ten (10) working days from the invoice date, having made prior arrangements to do so with Ryncor Auctioneers. The Buyer will be responsible for obtaining at his own expense, all necessary equipment for the removal of the Goods. Where the Vendor gives assistance to the Buyer in connection with such removal, such assistance is given entirely at the Buyer's risk. Should items not be removed within the specified time frame, then Ryncor Auctioneers reserves the right to resell or dispose of the items without incurring any liability to the Buyer, or without prejudice claims of the Vendor or Auctioneer against the Buyer for breach of contract. The Buyer's also forfeits any deposit paid to Ryncor Auctioneers. Ryncor Auctioneers also reserves the right to charge the Buyer rent and costs incurred due to non-removal of lots. The Buyer will be responsible for all damages caused to the building, plant and machinery or other lots, be it caused by the Buyer or any appointed contractor.
- 17** The Buyer declares to be duly entitled to sign and purchase the items on behalf of his company/cc/trust and agrees with the abovementioned general conditions of sale by Tender.
- 18 Please note: An additional administration fee of R2500,00 (EXCLUDING VAT) will be charged on the sale of all vehicles, motorcycles, trailers and all other items sold with registration documents. A copy of the ID document and proof of residence is mandatory for bidding on any vehicle !!**
- 19 The above mentioned items will be sold as "SCRAP".** The items are hereby sold to the Buyer as ("voetstoots, as is, where is") and Ryncor Auctioneers do not guarantee in any manner the quality and usefulness of the Items, except that when properly used it will not create a risk to health, nor shall Ryncor Auctioneers be responsible for any defects latent or patent or any damages resulting there from, and the Buyer hereby agrees to accept the items as they are with all their defects.
- 19,1 PLEASE TAKE NOTE:**
The estimated mass (in ton) in the "Description" column is only a theoretical weight, and will be confirmed once the goods are loaded over the Secunda RMM / Meyerton / Sasolburg weighbridge, for final reconciliation and payment/refund!
- 20** When doing a site visit to view the Goods up for a Tender Sale, the prospective Buyer must ensure he arranges to be booked in by a Sasol Supply chain Services Redundant Materials Management employee the day prior to his visit on; **Tel no: 017-610-1606 (Secunda), Tel no: 016-960-2992 (Sasolburg) and Tel no: 016-366-4046 (Meyerton).**
- Important note: - A bar coded ID document and the correct PPE wear is also required. Visitors/Contractors are required to view a safety video at the Sasol Security Offices**
- 20,1 The SA Immigration Act. has strict requirements for any 'Other Country National (OCN)' that plan to visit South Africa. In order to operate within the parameters of the law it is critical to ensure that access to Sasol premises is aligned with the relevant legal requirements outlined in the Act. Therefore all OCN individuals must notify SASOL RMM/RYNCOR 72 hours (working hours) before intending to visit the Sasol site and send a copy of the valid passport and work permit / business endorsements in order to ensure compliance, alignment and easv access to Sasol premises.**
- 21** The Buyer hereby, in terms of Section 10 of the Occupational Health and Safety Act, No 85 of 1993, undertakes in writing or by signing of a Letter of Award to take all the necessary steps to ensure, as far as it is reasonably practical, that the items purchased will be used in a safe manner for what they are designed for and without risks to health when properly used and that it complies with the prescribed requirements. The undertaking shall have the effect of relinquish Ryncor Auctioneers and Sasol Shared Services the duty imposed upon them by this Section 10 to such an extent as may be reasonable having regard to the terms of the undertaking.

SIGNED: DATE:



22 The Buyer further undertakes to abide by all internal SHE (*Safety, Health & Environmental*) prescriptions of the Seller (Company) inclusive of requirements for the safe decommissioning, dismantling, up-liftment / rigging, loading and transportation of the purchased commodities. Depending of the nature and size of the purchased item, a comprehensive Environmental Management Plan (EMP) could be required.

(This aspect to be discussed by the prospective Buyer when submitting his bid)

23 The rules of this Tender Sale comply with section 45 of the Consumer Protection Act, 68 of 2008 ("the Act") and the regulations thereto. Any person attending the Tender Sale to bid on behalf of another person must produce a letter of authority which meets the requirements of regulation 32(3) of the regulations to the Act. Any person bidding on behalf of a company must produce a letter of authority on the letterhead of the company as well as a certified copy of a resolution authorising him or her to bid. All persons intending to bid must register prior to the Tender Sale and must provide a copy of their identity documents and proof of residence.

24 The Buyer shall indemnify and keep Ryncor Auctioneers/Sasol indemnified against all losses for death or injury to its employees, its contractors and / or its contractors losses for death or injury to its employees, its contractors and / or its contractors personnel and / or death or injury or damage to health of third parties or damage to anything attributable to this sales transaction, and against all claims, demands, proceedings, costs, charges and expenses arising in connection with this sale agreement.

Important Notice: - For the removal of equipment/structures/plant facilities from any Sasol BU/Plant or Mine area, the successful Bidder must enter into a Memorandum of Agreement with Sasol. All successful bidders for TV sets must furnish Ryncor with a copy of his/her valid TV license before the Release Note for removing the set will be issued!

SIGNED: DATE:



INDEMNITY

In favour of Ryncor Auctioneers cc (hereinafter referred to as "Ryncor")

I, the undersigned, _____, ID _____, hereby agree as follows:

WHEREAS Ryncor has the intention to sell articles to me, on behalf of the Seller, on the following auction/tender provided my bid is the highest:

Tender number: DB 03-0004-23 (hereinafter referred to as "the article/s")

AND WHEREAS I intend to purchase the article's from Ryncor and bid a purchase price in consideration for the article/s;

NOW THEREFORE:

- 1 I acknowledge that the article/s is/are sold voetstoots/COA/as per MSDS without any warranties, whether express or implied and Ryncor shall not be liable for any defects whether patent, latent or otherwise in the article/s nor for any damages suffered by me by reason of such defects.
 - 2 I will not have any claim whatsoever against Ryncor for any deficiency in the article/s which may be revealed after the purchase thereof.
 - 3 I acknowledge that I am aware of the meaning of the expression "**voetstoots, as is, where is /COA-Certificate Of Analysis/as per MSDS- Material Safety Data Sheet**"
 - 4 Ryncor and/or Ryncor employees shall not be liable for any loss and/or damage of whatsoever nature and howsoever caused, including any damage caused by the negligence of Ryncor, any Ryncor employee and/or any other person, suffered by me (to my person or property) as a result, directly or indirectly of the purchase and sale of the article/s and Ryncor and/or any Ryncor employee shall not be liable for any consequential indirect loss and/or damage arising there from.
 - 5 I hereby indemnify and hold Ryncor and any Ryncor employee harmless against all liabilities, claims, losses and damage of whatsoever nature and howsoever caused which Ryncor and/or any Ryncor employee and/ or any other person may sustain as a result, directly or indirectly, of the purchase and sale of the article/s.
 - 6 I acknowledge that the articles are sold as redundant material and I hereby undertake the following:
 - 6,1 I shall not use the articles or any part or component thereof for any purpose which renders such use illegal or unsuitable;
 - 6,2 In the event that I require refurbishment of the articles I shall take all the required steps in order to ensure that the refurbishment complies fully with the provisions of the Occupational Health and Safety Act, No 85 of 1993 (The "OHS Act");
 - 6,3 I shall procure the necessary certification by a competent or accredited person or institution for such purpose verifying that the refurbishment complies with the provisions of the OHS Act.
 - 7 In the event of bidding on a **vehicle**, with the intention to buy the vehicle, I acknowledge the following additional points:
 - 7,1 Before buying/bidding on the vehicle/s, I have been informed on the tender/auction document of the Vehicle's roadworthy status, (not registered, deregistered, scrapped or dealerstock). I further understand that all information rendered to me on the vehicle is done in good faith, and that Ryncor cannot be held liable for anything said or implied on the general condition. I accept the status of the registration document and understand the proses to be followed by myself or the company I'm bidding for, to get the vehicle/s.
 - 7,2 I take full responsibility for the registration of any one or more of the vehicles bought by me should I wish to do so, and/or to obtain certificates of roadworthiness and that I am responsible to take all steps necessary in this regard and to carry all costs associated with registering any one or more of the vehicles and/or obtaining certificates of roadworthiness for the vehicle/s, including any costs incurred to get the vehicle/s in a roadworthy condition and that I will not require any assistance from RYNCOR in this regard
 - 7,3 I buy the vehicle/s listed above voetstoots and entirely at my own risk or at the risk of the company I'm bidding for and that no warranty or representations whatsoever have been made in respect of the vehicle/s by RYNCOR
 - 7,4 I and/or the company I'm bidding for, hereby indemnify RYNCOR and holds RYNCOR harmless against all claims, liabilities, costs, expenses, damages, compensation and losses [including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and attorneys' fees as between attorney and client and claims by my dependants /directors, employees, agents or representatives) arising out of or in connection with death, personal injury, sickness, disease, damage to or loss of property suffered by myself or any one of my dependants or by the company I'm bidding for, or any one of its directors, employees, agents or representatives and arising out of or in connection with the sale of the vehicle/s.
- This indemnity shall be applicable to all agents, representatives, directors, employees and principals of Ryncor Auctioneers

SIGNED AT: _____ ON THIS: _____ DAY OF: _____

DR/MR/MS: _____ SIGNATURE: _____

CONTACT NUMBER: _____ WITNESS: _____



POPI CONSENT REGISTRATION OF TENDERS

I/We _____ hereby agree to provide our personal information to Ryncor Auctioneers, on the express understanding that:

1. This constitutes our consent, as required under Section 11 (1) (a) of the Protection of Personal Information Act 4 of 2013 ("POPI").
2. The tender processing and finance staff of Ryncor Auctioneers will have access to our personal details which have been furnished to them for the purpose of attending to the registration of a tender over the assets referred in the tender document.
3. Ryncor Auctioneers are authorized to release our personal information to the seller, as well as any other Related Party/Parties, solely for the purposes of this transaction.
4. The personal data will be used only for the purposes in 2 and 3 above of this consent.
5. Ryncor Auctioneers will in addition to its POPI compliance store our details, as provided for and specified by the Legal Practice Council from time to time.
6. I/We hereby consent to receive Newsletters and/or other useful information from Ryncor Auctioneers in the future.

Signature



TENDER REGISTRATION FORM

Declaration of agreement by the undersigned with the general terms and conditions of this tender sale.

I/We, the undersigned _____, hereby submit to you the the following irrevocable bid(s), without any restrictions according to the general terms and conditions of this tender sale by this, to purchase the materials as follows:

*** PLEASE COMPLETE ALL THE REQUESTED FIELDS BELOW IN CAPITAL LETTERS TO PREVENT BID CANCELLATION**

NAME OF COMPANY:

NAME AND SURNAME:

COMPANY VAT REGISTRATION NUMBER:

ID NUMBER AND COPY OF ID DOCUMENT:

PHYSICAL ADDRESS:

POSTAL ADDRESS:

CODE:

COUNTRY:

TELEPHONE NUMBER (BUSINESS HOURS):

MOBILE TELEPHONE NUMBER:

FAX NUMBER:

E-MAIL ADDRESS:

SIGNATURE:

COMPANY STAMP:

DATE:

TIME:

PLACE:

TENDER ITEMS				
LOT NO	BU NO.	DESCRIPTION	REG NO	AMOUNT IN RAND (Excluding VAT & Buyer's Commission)
LOT DB001	DR223	Tekniwax 101 (346 Drums) Estimated Weight: 0.162 Ton per Drums Total Estimated Weight: 56 Tons Price per Ton	21924	<u>Price per Ton</u>

PLEASE TAKE NOTE:

The estimated mass (in ton) in the "Description" column is only a theoretical weight, and will be confirmed once the goods are loaded over the Durban RMM weighbridge, for final reconciliation and payment/refund!

PLEASE NOTE:

TENDER DOCUMENTS NEEDS TO BE SEND TO tenders@ryncor.com WITH THE TENDER NUMBER IN THE SUBJECT LINE

Hereby I/we confirm that I/we have read and understand the terms and conditions of this tender sale.

Signature